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### IN THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY

CELESTINE ORUKPE  11450 Lockwood Drive, Apt 303  Silver Spring, Maryland 20904  Plaintiff  )	
v. )	CASE NO: CALLO - 0574L
ATLANTIC CONTAINER LINE (ACL)  GRIMALDI GROUP  50 Cardinal Drive  Westfield, NJ 07090  Serve on Registered Agent  )	RWT 10CV0997
AND	
GOLD COAST SHIPPING LLC  2964 Main Street,  Hartford, CT 06120  Serve on Registered Agent  Defendants  )	

### **COMPLAINT AND JURY DEMAND**

Plaintiff, Celestine Orukpe, brings the following claims against defendant for damages arising from breach of contract, conversion, and negligence.

### **JURISDICTION AND VENUE**

- 1. This Court has subject matter jurisdiction pursuant to Md. Cts. & Jud.

  Proc. Ann §1-501(1994).
- 2. This Court has personal jurisdiction pursuant to Md. Cts. & Jud. Proc. Ann \$6-102; §6-103(2001).
- 3. Venue is properly vested in this Court pursuant to Md. Cts. & Jud. Proc. Ann. §6-201(a) & (b); §6-203(b) (2001).



### **PARTIES**

4. Plaintiff, Celestine Orukpe (hereinafter referred to as "Orukpe") is a resident of Montgomery County, Maryland.

5. Defendants, ACL/Grimaldi Group and East Coast Shipping, LLC are foreign corporation doing business in the State of Maryland.

### **STATEMENT OF FACTS**

- 6. Plaintiff entered into an agreement for the shipment to Nigeria of four (4) vehicles and computer printers, monitors, and CPUs in a 40ft High Cube container. Defendant East Coast Shipping LLC was the shipper and forwarder agent and Defendant, ACL/Grimaldi Group was the carrier. On March 7, 2007, Plaintiff delivered and paid Defendants' agent and forwarder, R.I.E. Express Shipping Services, LLC for his goods to be shipped in a container to Lagos Nigeria.
- 7. On March 7, 2007, Plaintiff delivered the following items to Defendants for shipment:

2003 Honda Element VIN 5J6YH27503L054260	\$20,965.00
2005 Toyota Camry VIN 4T1BE30K354612864	\$19,435.00
2003 Honda Element VIN 5J6YH17543L002943	\$18,010.00
1999 Mazda 626 VIN 1YVGF2267X5882205	\$7,025.00
60 used Laptop computer at \$656.00 each	\$39,360.00
114 computer monitors	\$8,550.00

8. Defendant, Gold Coast Shipping, LLC as shipper/exporter put the items in a 40 foot container – GTCNU – 464638-9, and was loaded in New York on the vessel "AMALFI" for a contract of carriage/bailment from New York to Lagos Nigeria. The said container was noted to contain the items listed in paragraph 7.

- 9. Based upon information from the shipper, Plaintiff went to Nigeria to clear the said container in Lagos Nigerian. However, the Plaintiff after his payment of custom duties and expending large sums of money with the understanding that his goods were in the container discovered at inspection on August 21, 2007 that the wrong container was sipped to Nigeria by the Defendants. The Plaintiff expended approximately \$15,000.00 in shipping costs and in customs duties.
- 10. Plaintiff upon discovering the error advised Defendants that he would not take possession of the container and requested that the container containing the items he shipped be identified and released to him. Defendants identified the correct container but released the said container to Mr. Exodus Nzerue over the objection of Plaintiff and despite knowledge that the goods contained in Mr. Nzerue's container were Plaintiff's goods and that Mr. Nzerue's good were contained in the container with Plaintiff's name.
- Plaintiff spent six months in Lagos Nigeria in an effort to mitigate his damages and resolve any error by Defendants in container identification. Plaintiff expended approximately \$16,945.12 in hotel accommodation and feeding for the said period. Plaintiff also incurred lost income in the amount of \$43,660.00 and lost profit in the amount f \$40,000.00.

# COUNT ONE BREACH OF CONTRACT (MONEY DAMAGES)

The Plaintiff adopts by reference the allegations contained in paragraphs 1 through 11 of this Complaint with the same effect as if herein fully set forth.

12. Under the contract of bailment entered into by the parties,
Defendants had a duty to use reasonable care to protect Orukpe's goods and by failing to

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return and/or deliver said goods, Defendants breached its duty owed to Plaintiff under the contract of bailment contract.

13. As a result of Defendants breach of its duty to exercise reasonable care under the contract of bailment, Plaintiff suffered injury in the amount of Three Hundred Thousand Dollars (\$300,000.00).

WHEREFORE, Plaintiff demands judgment against Defendants in the amount of Three Hundred Thousand Dollars (\$300,000.00) plus interest and costs, and any other and further relief as the nature of his cause may require.

### COUNT TWO CONVERSION

The Plaintiff adopts by reference the allegations contained in paragraphs 1 through 13 of this Complaint with the same effect as if herein fully set forth.

14. Plaintiff demanded the return of his goods but Defendants have been unable and/or refused to return said items because they were released to someone else.

WHEREFORE, Plaintiff demands judgment against Defendants in the amount of One Hundred and Thirteen Thousand three Hundred and Forty-Five Dollars (\$113,345.00); Three Hundred Thousand (\$300,000.00) in Punitive damages plus interest and costs, and any other and further relief as the nature of his cause may require.

# COUNT THREE NEGLIGENCE

The Plaintiff adopts by reference the allegations contained in paragraphs 1 through 14 of this Complaint with the same effect as if herein fully set forth.

15. Defendants owe a duty to use reasonable care to protect Orukpe's goods and by failing to return and/or deliver said goods, Defendants breached the duty they

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owed to the Plaintiff.

16. As a result of Defendants breach of its duty to exercise reasonable care, Plaintiff suffered injury in the amount of Three Hundred Thousand Dollars (\$300,000.00).

WHEREFORE, Plaintiff demands judgment against Defendants in the amount of Three Hundred Thousand Dollars (\$300,000.00) plus interest and costs, and any other and further relief as the nature of his cause may require.

### **DEMAND FOR JURY TRIAL**

Plaintiff, Celestine Orukpe, requests a trial by jury on all claims.

Respectfully Submitted, THE EZEKWU LAW FIRM, LLC

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## **CERTIFICATE OF ATTORNEY WITH OUT-OF-STATE OFFICE**

I, Charles C. Iweanoge, do hereby certify that we are attorneys duly licensed and authorized to practice law in the State of Maryland, with office in Washington, D.C.

Charles C. Iweanoge